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REQUEST FOR PROPOSAL

TO PROVIDE Management Services for the Jefferson Performing Arts Center



RFP No.: RFP0201

Proposal Receipt Date: December 9, 2009

Proposal Receipt Time: 04:00 P.M.

Jefferson Parish
Department of Purchasing
P. O. Box 9
Gretna, Louisiana 70053

(504)364-2678

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REQUEST FOR PROPOSAL FOR

MANAGEMENT OF THE JEFFERSON PERFORMING ARTS CENTER

1.1 Background –

The \$28 million Jefferson Performing Arts Center (JPAC) will be located at the LaSalle Park in Metairie.

Positioned ideally in the suburbs of New Orleans and in the heart of Jefferson Parish, Jefferson Performing Arts Center will offer its clients a unique population base. Over 500,000 people reside within a 15 mile radius of the facility and a broad array of ethnic and cultural heritages make-up the demographics of these residents and add to the potential draw for successful events.

Jefferson Performing Arts Center will welcome events of all kinds including world renowned theater performances, major corporate roll-outs, international dance competitions, community theater, ethnic festivals, consumer shows, meetings, galas and major events.

1.1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Jefferson Parish Ordinance Number 23557 from bona fide, qualified proposers who are interested in providing the management, operation, marketing and maintenance of the Jefferson Performing Arts Center

1.1.2 Goals and Objectives –

Vendor Qualifications: Firm must be experienced at providing systems similar in nature and complexity to the project outlined in this request for proposal; and meet the following criteria:

Proposers submitting responses to this RFP must have at least three (3) years experience in managing facilities similar in size and scope to the JPAC.

Proposers must provide a minimum of three (3) references, with current contact information, for projects of similar scope and size completed within the last two years.

1.2 Schedule of Events

	<u>Date</u>	<u>Time (CST)</u>
1. RFP mailed to prospective proposers	11-05-2009	
2. Pre-Proposal Conference (if required)	11-20-2009	10:00 A.M.
3. Deadline to receive written inquiries		3-5 days after Pre-proposal Conference
4. Deadline to answer written inquiries		14 days after receipt of inquiry
5. Proposal Opening Date	12-09-2009	21 days after mailing responses
6. Oral discussions with proposers, if applicable		To be scheduled
7. Council Selection via resolution		To be scheduled (approx. 3-4 weeks after 6.)
8. Contract Ratification via resolution		To be scheduled (approx. 3-4 weeks after 7.)

NOTE: The Parish of Jefferson reserves the right to deviate from these dates.

1.3 Proposal Submittal

All proposals shall be received by the Jefferson Parish Purchasing Department **no later than**

Important – Clearly mark outside of envelope, box or package with the following information and format:

- Proposal Name: Management of the Jefferson Performing Arts Center
- Proposal No. RFP0201
- Proposal Receipt Date: December 9, 2009

Proposals will be received at:

Jefferson Parish Purchasing Department
200 Derbigny Street, Suite 4400
Gretna, Louisiana 70053

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. Jefferson Parish Purchasing is not responsible for any delays caused by the proposer's chosen means of proposal delivery.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

PROPOSALS SHALL BE OPENED PUBLICLY AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT BE READ.

1.4 Proposal Response Format –

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. Cover Letter: Containing summary of Proposer's ability to perform the services described in the RFP and confirms that Proposer is willing to perform those services and enter into a contract with the Parish. The letter shall be signed by a person having authority to commit the Proposer to a contract. If proposer is an agency, corporation, partnership or other legal entity, the president, vice-president, secretary or treasurer, or an authorized agent shall sign the proposal, **and** satisfactory evidence of the authority of the person signing for the agency, corporation, partnership or other legal entity shall be attached to the proposal.

Proposers should exhibit their understanding and approach to the project and address how each element will be accomplished.

- B. Table of Contents: Organized in the order cited in the format contained herein.
- C. Proposer Qualifications and Experience: History and background of Proposer, financial strength and stability, with services related to government entities, existing customer satisfaction, demonstrated volume of merchants, etc.
- D. Technical Proposal: Illustrating and describing compliance with the RFP requirements.
- E. Innovative Concepts: Present innovative concepts, if any, not discussed above for consideration.
- F. Project Schedule: Detailed schedule of implementation plan for pilot (if applicable) and full implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.
- G. Financial Proposal: Proposer's fees and other costs, if any, shall be submitted. This financial proposal shall include any and all costs the Proposer wishes to

have considered in the contractual arrangement with the Parish of Jefferson. Financial Proposals are to be submitted in a separate sealed envelope.

1.4.1 Number of Response Copies –

Each Proposer shall submit one (1) signed original response along with eight (8) additional copies of the proposal. Additional copies may be submitted on CD-R/CD-RW media or 3-1/2" diskette as long as data on the disc is formatted in the Word program.

1.4.2 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer(s) response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer(s) ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

1.5 Confidentiality

Proposals submitted in response to this RFP may contain trade secrets and/or privileged or confidential commercial or financial information which the Proposer (or his subcontractor) does not want used or disclosed for any purpose other than evaluation of the proposal. The use and disclosure of such data may be restricted, provided the Proposer marks the cover sheet of the proposal with the following legend, specifying the pages of the proposal which are to be restricted in accordance with the conditions of the legend:

"The data contained in Pages _____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the Parish of Jefferson shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the Parish of Jefferson's right to use or disclose data obtained from any source, including the Proposer, without restrictions."

Further, to protect such data, each page containing such data shall be specifically identified and marked "**CONFIDENTIAL.**"

It should be noted, however, that data bearing the aforementioned legend shall be subject to release under the provision of the Louisiana Public Records Law, LSA-R.S. 44.1 et. seq. The Parish of Jefferson assumes no liability for disclosure or use of unmarked data and may use or disclose such data for any purpose. It should be noted that any resultant contract will become a matter of public record.

However, the Parish of Jefferson reserves the right to make any proposal, including proprietary information contained therein, available to any other parish agency or organization for the sole purpose of assisting the Parish in its evaluation of the proposal. The Parish shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

1.6 Proposal Clarifications Prior to Submittal

1.6.1 Pre-proposal Conference

A pre-proposal conference will be held at **10:00 A.M. on November 20, 2009 in the Jefferson Parish Purchasing Department, General Government Building, 200 Derbigny Street, Suite 4400, Gretna, LA.** Prospective proposers may participate in the conference to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Any firm intending to submit a proposal should have at least one duly authorized representative attend the Pre-proposal Conference.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the Parish of Jefferson will be stated in writing in response to written questions.

1.6.2 Inquiry Periods

An initial inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the RFP documents and to submit any written questions relative thereto. *Without exception*, all questions **MUST** be in writing (even if an answer has already been given to an oral question during the Pre-proposal conference) and received by the close of business on the Inquiry Deadline date set forth in the Calendar of Events. Initial inquiries shall not be entertained thereafter.

The Parish of Jefferson shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency and departments. The Parish of Jefferson reasonably expects and requires responsible and interested proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

Further, we realize that additional questions or requests for clarification may generate from the parish's addendum responses to the inquiries received during the initial inquiry period. Therefore, a final 3-day inquiry period shall be granted. Questions relative to the addendum shall be submitted by the close of business three working days from the date the addendum is posted. If necessary, another addendum will be issued to address the final questions received. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

No negotiations, decisions, or actions shall be executed as a result of any oral discussions with any parish employee or parish consultant. The parish shall only consider written and timely communications from proposers.

Inquiries shall be submitted in writing by an authorized representative of the proposer, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline shall be considered by the parish. Answers to questions that change or substantially clarify the solicitation shall be issued by addendum and provided to all prospective proposers.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to:

Jefferson Parish Purchasing Department
200 Derbigny Street, Suite 4400
Gretna, Louisiana 70053
E-Mail:Purchasing@jeffparish.net Phone:(504)364-2678 Fax:(504)364-2693

1.7 Proposal Guarantee – Not required for this RFP

1.8 Performance Bond

The successful proposer shall be required to provide a performance (surety) bond in an amount that is equal to fifty (50) percent of the total annual cost paid by Jefferson Parish to the successful proposer to manage the PAC to insure the successful performance under the terms and conditions of the contract negotiated between the successful proposer and the Parish. The performance bond shall be subject to forfeiture for failure on the part of the successful proposer to perform its obligations under the contract.

1.9 Changes, Addenda, Withdrawals

If the proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, in a sealed envelope, prior to the proposal opening. Such shall meet all requirements for the proposal. If the proposer chooses to withdraw his proposal response, the withdrawal notice shall be in writing and received prior to proposal opening.

1.10 Cost of Offer Preparation

The Proposer assumes sole responsibility for any and all costs associated with the preparation and reproduction of any offer submitted in response to the RFP and preparation for oral presentations/discussions and other such expenses, and shall not include this cost or any portion thereof in the offered contract price and terms.

1.11 Non-negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, force majeure, governing law, claims or controversies, and termination based on contingency of appropriation of funds. The standard general terms and conditions used by Jefferson Parish may be found in Resolution No. 105529. A copy may be obtained from the Parish Clerk's Office, 6th Floor, General Government Building, 200 Derbigny Street, Gretna, LA 70053, 364-2626.

1.12 Taxes

Any taxes, if applicable, shall be assumed to be included within the Proposer's cost.

1.13 Proposal Validity

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the Parish reserves the right to reject a proposal if the Proposer's response is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

1.14 Prime Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The Parish of Jefferson shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

1.15 Written or Oral Discussions/Presentations

Written or oral discussions may be conducted with Proposer(s) who submit proposals determined to be reasonably susceptible of being selected for award. Proposals may be accepted without such discussions and awards made on the basis of the initial offers so proposals should be complete and reflect the most favorable terms available from the Proposer(s).

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussion/presentations for clarification may be conducted to enhance the Parish's understanding of any or all of the proposals submitted. Neither negotiations nor changes to vendor proposals will be allowed during these discussions. Proposals may be accepted without such discussions.

1.16 Acceptance of Proposal Content

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer(s) to accept these obligations shall result in the rejection of the proposal.

1.17 Contract Negotiations

If for any reason the Proposer whose proposal is most responsive to the Parish's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the Parish may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. The Parish of Jefferson must approve the final contract form and issue a purchase order, if applicable, or contract, to complete the process.

1.18 Cancellation of RFP or Rejection of Proposals

The Parish of Jefferson reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is in the best interest of the Parish to do so.

1.19 Evaluation and Selection

All responses received as a result of this RFP are subject to evaluation by the Parish Evaluation Committee for the purpose of selecting the Proposer with whom the Parish shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Written recommendation for award shall be made to the Jefferson Parish Council for the Proposer(s) whose proposal(s), conforming to the RFP, will be the most advantageous to the Parish of Jefferson, price and other factors considered.

The committee may reject any or all proposals if none are considered in the best interest of the Parish.

1.20 Award

1.20.1 Award shall be made to the Proposer(s) whose proposal, conforming to the RFP, will be the most advantageous to the Parish of Jefferson, considering price and other factors considered.

1.20.2 The award may be made on the basis of the initial offer or as noted in Part 1.15.

1.21 Notice of Intent to Award

The evaluation committee's recommendation for award shall be forwarded to the Jefferson Parish Council for selection.

After the selection of the Jefferson Parish Council the Department will notify all unsuccessful Proposers as to the outcome of the evaluation process.

1.22 Insurance Requirements

Contractor shall furnish the Parish with certificates of insurance affecting coverage(s) required by the RFP (see Attachment "B"). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Parish before work commences. The Parish reserves the right to require complete certified copies of all required policies, at any time.

1.23 Subcontractor Insurance

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein for the Contractor.

1.24 Indemnification

Notwithstanding the above, the successful proposer shall protect, defend, indemnify, save and hold harmless the Parish of Jefferson, all parish departments, agencies, boards and commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the successful proposer, its agents, servants, and employees and any and all costs, expense and/or attorney fees incurred by the successful proposer as a result of any claim, demands, and/or causes of action except those for claims, demands, and/or causes of action arising out of the negligence of the Parish, its agents, and/or employees. The successful proposer agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it is groundless, false or fraudulent.

1.25 Fidelity Bond Requirements - Not required for this RFP

1.26 Payment for Services

The Contractor shall invoice the Department of Parks and Recreation at the completion of the project. Payments will be made by the Department of Parks and Recreation approximately thirty (30) days after receipt of a properly executed invoice, and approval by the Finance Department. Invoices shall include the contract and order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

1.27 Termination

1.27.1 The Parish may terminate this contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract; provided that the Parish shall give the Contractor written notice specifying the Contractor's failure. If within ten (10) days after receipt of such notice, the Contractor shall not have either corrected such failure and thereafter proceeded diligently to complete such correction, then the Parish may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the Parish to comply with the terms and conditions of this contract; provided that the contractor shall give the Parish written notice specifying the Parish's failure.

1.27.2 The Parish may terminate any contract entered into as a result of this RFP at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

1.27.3 The continuance of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Jefferson Parish Council. If the Council fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Parish President to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

1.28 Assignment

Assignment of contract, or any payment under the contract, requires the advanced written approval of the Jefferson Parish Council, by council resolution.

1.29 No Guarantee of Quantities

The Parish of Jefferson does not guaranty that items listed in scope of work will provide a complete system. The Proposer shall provide all materials, labor, and equipment, whether specified or not, to provide a complete working system.

The quantities referenced are estimated. In the event a greater or lesser quantity is needed, the right is reserved by the Parish to increase or decrease the amount, at the unit price stated in the proposal. The Parish of Jefferson does not obligate itself to contract for or accept more than their actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

1.30 Audit of Records

The monitoring and auditing of the Contractor's records shall be allowed to the Parish of Jefferson Finance Department and any other appropriate Parish entities.

1.31 EEOC and ADA Compliance

The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistant Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1972, and the Contracting Party agrees to abide by the requirements of the American with Disabilities Act of 1990.

The Contracting Party shall keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect his employees or prospective employees.

Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this contract.

1.32 Record Retention

The Contractor shall maintain all records in relation to this contract for a period of at least three (3) years.

1.33 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the Parish of Jefferson, and shall, upon request, be returned by Contractor to the Parish of Jefferson, at Contractor's expense, at termination or expiration of this contract.

1.34 Content of Contract/Order of Precedence

In the event of a conflict among documents, the order of precedence which shall govern is as follows: 1) the final contract; 2) the Request for Proposal (RFP) and addenda (if any); and 3) the contractor's proposal.

1.35 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of the Jefferson Parish Council.

Changes to the contract include any change in: compensation; beginning/ending date of the contract; scope of work; and/ or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

1.36 Substitution of Personnel

The Parish intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the Parish for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

1.37 Force Majeure

The Contractor or Parish of Jefferson shall be exempted from performance under the contract for any period that the Contractor or Parish of Jefferson is prevented from performing any services in whole or in part as a result of an act of God, strike, war, civil disturbance, epidemic or court order, provided the Contractor or Parish of Jefferson has prudently and promptly acted to take any and all corrective steps that the Contractor or Parish of Jefferson can promptly perform. Subject to this provision, such nonperformance shall not be considered cause or grounds for termination for the contract.

1.38 Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana and Jefferson Parish Code of Ordinances; purchasing rules and regulations; standard terms and conditions, including specifications listed in this RFP.

1.39 Claims or Controversies

Contractor does, by signing a contract pursuant to this RFP with the Parish, agrees that the contract is made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The contractor hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person.

The parties hereto agree that the sole and exclusive venue for any suit or proceeding brought pursuant to this contract shall be the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

PART II SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

Subject to the limitations set forth below, the selected Management Firm shall be required to perform the following services:

- a. Manage and operate the Jefferson Performing Arts Center and contract for its use in a manner that will promote and further the goals and objectives as outlined in this Request for Statements/Proposals;
- b. Negotiate, execute, and perform contracts, use agreements, licenses and other agreements (i) with persons who desire to schedule events, performances, telecasts, broadcasts or other transmissions in, from or to the Jefferson Performing Arts Center or who desire otherwise to use the Jefferson Performing Arts Center or any part thereof or (ii) that otherwise pertain to the use, operation and occupancy of the Jefferson Performing Arts Center or any part thereof;
- c. Coordinate and negotiate contracts for all advertising, licensing, promotional activities, ticket sales, marketing, and public relations for the Jefferson Performing Arts Center;
- d. Select and negotiate contracts with vendors for all concessions at the Center including the sale of food, beverages, alcoholic beverages, souvenirs, novelties and programs; The management firm will be allowed to keep all revenues derived from the sale of the concessions after paying the appropriate vendors. These revenues should be considered in the annual price charged to the parish to manage the center.
- e. Coordinate the efforts of all parties involved in the operation of the Jefferson Performing Arts Center and establish and maintain consistent procedures for cost estimating and reporting, maintenance and payment of invoices, including preparation of budgets and reports;
- f. Plan, coordinate, and administer operation of the Jefferson Performing Arts Center and continue to identify, select, and train the Jefferson Performing Arts Center's staff;
- g. Coordinate the work of all parties performing work in connection with operating the Jefferson Performing Arts Center;

h. Monitor actual and projected operating expenses and advise the Parish if projected costs exceed the amounts set forth in approved budgets;

i. Devise and implement procedures (including preventive and predictive maintenance procedures) reasonably designed to keep the Jefferson Performing Arts Center in good order and condition, subject to ordinary wear and tear, and maintain the Jefferson Performing Arts Center in such order and condition;

j. Furnish all services, personnel, materials, tools, machinery, equipment and other items necessary to accomplish the foregoing requirements;

k. Require that all persons using the Jefferson Performing Arts Center or attending events therein comply with all legal requirements of all governmental authorities having jurisdiction over the Jefferson Performing Arts Center; and

l. Attend Parish Council meetings as often as reasonably necessary to facilitate communications and coordination of the Jefferson Performing Arts Center operations and activities.

2. Limitations.

a. The right to distribute and sell beer, wine, and mixed drinks inside the premises of the Jefferson Performing Arts Center will be exclusive to the firm holding the necessary licenses and permits; however, the right to distribute and sell beer, wine, and mixed drinks in the Festival Fields shall be non-exclusive.

b. Grounds maintenance, such as mowing, planting, and fertilizing of the site on which the Jefferson Parish Performing Arts Center is being built as described in the construction bid documents will be the responsibility of the management firm. The Management Firm will be required to maintain all parking lots, loading docks and similar areas.

2.2 Period of Agreement

The term of any contract resulting from this solicitation shall begin on (or about) January 1, 2011 and shall terminate five years from this date.

2.3 Price Schedule

Proposer shall provide a price schedule for all requested items. Prices submitted shall be firm for the term of the contract. Prices should include delivery of all items F.O.B. destination.

2.4 Deliverables

The deliverables listed in this section are the minimum desired from the successful Proposer. Every Proposer should describe what deliverables will be provided per their proposal, and how the proposed deliverables will be provided.

2.5 Location

The location the service is to be performed is 6600 Airline Drive, Metairie, LA 70003.

2.6 Proposal Elements

2.6.1 Financial

The proposer shall submit an annual price to operate and manage the Jefferson Performing Arts Center that includes all maintenance, operations, management, marketing, vending/concessions, insurance, utilities, cleaning, grass cutting and landscaping. The annual price submitted by the proposer will be the only fee paid to the successful proposer by Jefferson Parish for this service.

2.6.2 Technical

- 2.6.2.1 Project Approach** The proposer shall provide a written plan explaining their approach to this project. The plan should be as descriptive and detailed as possible and include their vision for the Jefferson Performing Arts Center. The plan should explain the proposer's concept for marketing the facility and attracting high quality performances and clients as well as their efforts to sell those events to theater goers.
- 2.6.2.2 Maintenance and Cleaning Programs** The ability to attract quality shows and performances and to sell tickets to potential audiences will be enhanced by the proposer's maintenance and cleaning programs. No one wants to use or go to an event at a theater that is dirty, has broken equipment and fixtures. Each proposer shall provide a detailed maintenance plan that explains both their preventative and scheduled maintenance programs. In addition each proposer should describe their cleaning and janitorial programs for this facility.
- 2.6.2.3 Alternative Cost Savings Measures/Revenues** Each proposer has the opportunity to propose alternative measures that may reduce operating costs for the facility. In addition each proposer may propose innovative revenue sharing projects with the parish for the Center such as naming rights or enhancements to the facility.

- 2.6.3 **Qualifications** Certain minimum requirements have been established in order for proposers to be considered for the contract described in this Request for Proposals. Proposers shall provide the following:
- a. Provide information describing the Management Firm's current organizational structure, legal entity status, date of incorporation, financial performance, services offered and number of employees.
 - b. Provide the names, titles, addresses and telephone numbers of each of the company's employees that will be involved with this contract in any aspect of the management or operation of the Jefferson Performing Arts Center. Each employee listed shall provide a detailed resume of their education and experience.
 - c. Each proposer shall provide a comprehensive list of facilities similar in size and scope to the Jefferson Performing Arts Center that they currently operate or have operated in the past five years. The list shall include the name, address, telephone number and contact information for the administrator of each facility listed.
 - d. The proposer shall provide a comprehensive list of all contracts that they have held for the management or operation of similar facilities that have not been renewed or have been cancelled in the last five years. The list is to include the name, address telephone number and contact information of the administrator of each facility listed.
 - e. The proposer shall select one of the facilities that they current operate and manage that is similar in size and scope to the Jefferson Performing Arts Center and provide the following comprehensive information: what services they provide at the facility, how are concessions handled and managed and who receives the revenues, sample copies of brochures and marketing materials, the most recent schedule of events of this facility and a financial report, including a budget for the similar facility.

References for at least three states, government agencies, or private firms for whom similar or larger scope services are currently being provided. Include a contact person and telephone number for each reference.

Information demonstrating the Proposer's financial stability (financial statements, annual reports, or similar data for the last three years).

Information demonstrating the Proposer's understanding of the nature and scope of this project.

Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the Parish to consider.

PART III EVALUATION

The following criteria will be evaluated when reviewing the proposals: The proposal will be evaluated in light of the material and the substantiating evidence presented to the Parish of Jefferson, not on the basis of what may be inferred.

3.1 Financial Proposal (Maximum of 40 Points)

The following financial criteria will be evaluated:

Each proposer shall submit the total annual price to operate, manage, maintain, clean and market the Jefferson Performing Arts Center. The annual price shall be inclusive of all costs including but not limited to utilities, grass cutting, landscaping, ticket sales, etc.

Lowest total annual price -	40 points
2 nd lowest total annual price-	30 points
3 rd lowest total annual price-	20 points
4 th lowest total annual price-	10 points
5 th lowest total annual price-	5 points
All others	0 points

Prices proposed by the Proposers should be submitted on the price schedule furnished in Attachment "A". Price proposed shall be firm.

The information provided in response to this section will be used in the Financial Evaluation to calculate lowest evaluated cost.

3.2 Technical Proposal (Maximum of 30 Points)

The following criteria are of importance and relevance to the evaluation of this RFP. Such factors, listed in order of importance, may include but are not limited to:

Weighting Points

1. QUALIFICATIONS AND EXPERIENCE (30 points)

- A. Specific experience of the company in operating facilities similar in size
scope of services to the JPAC (10)_____

- B. Personnel- experience of management staff, experience in similar projects, etc. (10)_____
- C. Demonstrated Success in managing similar facilities in a financially sound manner with quality performances (10)_____

2. TECHNICAL APPROACH (30 points)

- A. Project Approach and Plan (10)_____
- B. Maintenance and Cleaning Programs (10)_____
- C. Alternate Cost Saving and Revenue Program (10)_____

TOTAL (Financial & Technical) Maximum of (30) Points _____

Part IV Other Contract Requirements

4.1 Parish Use of the Center

As an obligation of this contract the Parish of Jefferson shall have the right to use the Center for up to 10 days per year for Parish sponsored events such as inaugurations, award ceremonies, celebrations etc. The successful proposer shall not charge the parish any fees for these 10 days of use and shall staff it with the appropriate number of the proposer's employees to handle the event. The Parish shall only use those dates and times available at the Center that have not already been reserved for another event. The successful proposer shall have the right to sell concessions at the events only when specifically requested to do so by the parish.

The Parish President or his designee shall be the sole point of contact authorized to reserve the Center for a Parish sponsored event.

“ATTACHMENT A”

Total annual price for the management of the Jefferson Parish Performing Arts Center including but not limited to all operations, marketing, maintenance, ticket sales, concessions, insurance and other contract requirements.

\$ _____

Company Name: _____

Signature of Proposer: _____

Printed Name of Proposer: _____

Address: _____

State: _____

Telephone No.: _____

Date: _____

RFP 0201

The Jefferson Parish Department of Purchasing is soliciting Request for Proposals (RFP'S) from firms interested in providing "Management Services for the Jefferson Performing Arts Center", in accordance with the terms, conditions and specifications outlined in the Request for Proposal (RFP)

Request for Proposals will be received until 4:00 p.m. Local Time on: Wednesday, December 9, 2009.

(Type Name of Person Authorized to Sign)

(Company Name and LA. License number: General Building Construction)

(Street Address)

(City, State, Zip Code)

(Area Code) (Phone Number) (Area Code) (Fax Number)

(Signature of Person Authorized to Sign)

(Title of Person Authorized to Sign)

This RFP must be signed by an authorized Representative of the Company/Firm for RFP to be valid. RFP package, including instructions and specifications, must be returned in its entirety for RFP to be valid. Signing indicates you have read and comply with the Instructions and Conditions.

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF

INCORPORATED.

AT THE MEETING OF DIRECTORS OF _____
INCORPORATED, DULY NOTICED AND HELD ON _____,
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT
WAS:

RESOLVED. THAT _____, BE AND IS HEREBY
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-
FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON
BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS
AND TRANSACTIONS WITH THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES,
DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE
EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES,
CONTRACTS AND ACTS AND TO RECEIVE AND RECEIPT THEREFOR ALL
PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF
ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING,
APPROVING, CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT
PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE
A TRUE AND CORRECT COPY OF AN
EXCERPT OF THE MINUTES OF THE
ABOVE DATED MEETING OF THE BOARD
OF DIRECTORS OF SAID CORPORATION,
AND THE SAME HAS NOT BEEN
REVOKED OR RESCINDED.

SECRETARY-TREASURER

DATE

REQUEST FOR PROPOSAL

RFP 0201

Jefferson Parish Department of Purchasing is soliciting Request for Proposals (RFP'S) from firms interested in providing "Management Services for the Jefferson Performing Arts Center".

Evaluation Criteria:

Financial Proposal	40 Points
Technical Proposal	30 Points
Qualifications and Experience	30 Points

1. FINANCIAL PROPOSAL (MAXIMUM OF 40 POINTS)

2. TECHNICAL APPROACH (MAXIMUM OF 30 POINTS) QUALIFICATIONS AND EXPERIENCE

A. Specific experience of the company in operating facilities similar in size of services to the Jefferson Performing Arts Center.

(10 points)

B. Personnel – experience of management staff, experience in similar projects, etc. (10 points)

C. Demonstrated Success in managing similar facilities in a financially sound manner with quality performances (10 points)

3. TECHNICAL APPROACH (MAXIMUM 30 POINTS)

A. Project Approach and Plan	10 Points
B. Maintenance and Cleaning Programs	10 Points
C. Alternate Cost Savings and Revenue Program	10 Points

TOTAL (Financial and Technical) Maximum Points of 100

PRE-PROPOSAL CONFERENCE: **November 20, 2009 @ 10:00 A.M.**

JEFFERSON PARISH PURCHASING DEPARTMENT
GENERAL GOVERNMENT BUILDING
200 DERBIGNY STREET, STE. 4400
GRETN, LA 70053

REQUEST FOR PROPOSALS WILL BE RECEIVED IN THE:

JEFFERSON PARISH PURCHASING DEPARTMENT
GENERAL GOVERNMENT BUILDING
200 DERBIGNY STREET, STE 4400
GRETN, LA 70053

UNTIL **4:00 P.M. LOCAL TIME ON WEDNESDAY, December 9, 2009**

The Jefferson Parish Council reserves the right to accept or reject any and all proposals, in whole or part and waive informalities, pursuant to the law.

Specifications are available gratis from: www.jeffparish.net/bids (click on Bid Downloads) or Jefferson Parish Purchasing Department
General Government Building

200 Derbigny Street, Ste. 4400
Gretna, LA 70053
(504) 364-2678

Patricia Lassalle
Director
Purchasing Department

Rene' T. Poole, CPPB
Chief Buyer
Purchasing Department

**ADV. TIMES PICAYUNE OFFICIAL JOURNAL:
November 5, 12, & 19, 2009**

ATTACHMENT "B"
INSURANCE REQUIREMENTS

All insurance requirements shall conform to Jefferson Parish Resolution No. 105529 dated 05/17/06

The contractor shall not commence work under this contract until he has obtained all insurance and complied with the requirements of the specifications and Resolution No. 105529.

WORKER'S COMPENSATION INSURANCE

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

COMMERCIAL GENERAL LIABILITY

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence.
Property Damage Liability \$1,000,000.00 each occurrence.

DEDUCTIBLES

No insurance required shall include a deductible not greater than \$10,000.00. The cost of the deductible be borne by the contractor.

UMBRELLA LIABILITY COVERAGE

An umbrella policy or excess may be used to meet minimum requirements.

CONSTRUCTION AND RENOVATION PROJECTS REQUIRE THE FOLLOWING:

OWNER'S PROTECTIVE LIABILITY

To be for the same limits of liability for bodily injury and property damage liability established for commercial general liability.

BUILDER'S RISK INSURANCE

The contractor shall maintain Builder's Risk Insurance at his own expense to insure both the owner (Parish of Jefferson) and contractor as their interest may appear.